Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

# Filing at a Glance

Company: Companion Life Insurance Company

Product Name: VIEM01GR08 SERFF Tr Num: CMLX-125582089 State: ArkansasLH TOI: H20G Group Health - Vision SERFF Status: Closed State Tr Num: 38546

Sub-TOI: H20G.000 Health - Vision Co Tr Num: GV AR0003401F01 State Status: Approved-Closed

Filing Type: Form Co Status:

Co Status: Reviewer(s): Rosalind Minor
Author: SPI CompanionLife Disposition Date: 04/08/2008
Date Submitted: 03/27/2008 Disposition Status: Approved

Implementation Date Requested: 03/27/2008 Implementation Date:

State Filing Description:

### **General Information**

Project Name: VIEM01GR08 Status of Filing in Domicile: Authorized Project Number: GV AR0003401F01 Date Approved in Domicile: 01/20/2006

Requested Filing Mode: Review & Approval Domicile Status Comments:

Explanation for Combination/Other: Market Type: Group

Submission Type: Resubmission Previous Filing Number: Not available

Group Market Size: Small and Large Overall Rate Impact:

Group Market Type: Employer Filing Status Changed: 04/08/2008

State Status Changed: 04/08/2008

Deemer Date: Corresponding Filing Tracking Number:

Filing Description:

This is a resubmission of our initial January 10, 2006 filling. We received a rejection letter dated January 31, 2006. Due to our non-response to your objection letter, the filing was disapproved and closed by your Department on May 1, 2006.

Companion Life Insurance Company hereby resubmits for your consideration and approval its Group Vision Insurance Policy forms. These forms are new and do not replace any currently approved forms in your state. Once approved these forms will be used to market limited benefit vision care services to employer-employee groups. The vision care benefits are designed to provide regular eye examinations and benefits for vision care expenses including eye glasses, contacts and frames. The forms will be marketed through a network of independent licensed agents. The employee

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

enrollment from (Form 95206) that will be used with this product was previously filed under a separate filing and approved by your Department on November 10, 2003. Proof of approval is attached.

# **Company and Contact**

### **Filing Contact Information**

Ronnie Jackson, Compliance Ron.Jackson@companiongroup.com

7909 Parklane Rd (803) 735-1251 [Phone] Columbia, SC 29223-5666 (800) 836-5433[FAX]

**Filing Company Information** 

Companion Life Insurance Company CoCode: 77828 State of Domicile: South Carolina

7909 Parklane Rd, Suite 200 Group Code: 661 Company Type:
Columbia, SC 29223-5666 Group Name: Companion Life State ID Number:

**Insurance Company** 

(803) 735-1251 ext. [Phone] FEIN Number: 57-0523959

-----

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$50.00

Retaliatory? No

Fee Explanation:

Per Company: No

CHECK NUMBER CHECK AMOUNT CHECK DATE 000392394 \$50.00 03/26/2008

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

# **Correspondence Summary**

### **Dispositions**

Status Created By Created On Date Submitted

Approved Rosalind Minor 04/08/2008 04/08/2008

**Objection Letters and Response Letters** 

Objection Letters Response Letters

Status Created By Created On Date Submitted Responded By Created On Date Submitted

Pending Rosalind Minor 04/07/2008 04/07/2008 SPI 04/08/2008 04/08/2008

Industry CompanionLife

Response

SERFF Tracking Number: CMLX-125582089 State: Arkansas State Tracking Number: 38546

Filing Company: Companion Life Insurance Company

GVAR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

# **Disposition**

Company Tracking Number:

Disposition Date: 04/08/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 CMLX-125582089
 State:
 Arkansas

 Filing Company:
 Companion Life Insurance Company
 State Tracking Number:
 38546

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Application		Yes
Supporting Document	Readability Certificate		Yes
Supporting Document	Consumer Information Notice		Yes
Supporting Document	Actuarial Memorandum		Yes
Supporting Document	Compliance Certification (Rule 19)		Yes
Supporting Document	Filing Fee (Copy of Check)		Yes
Supporting Document	Certification/Notice		Yes
Supporting Document	Form VGRP-300		Yes
Supporting Document	Form VGRC-310		Yes
Form	Group Vision Insurance Policy		No
Form	Group Vision Insurance Certificate		No
Form	Employer Application For Group Vision Insurance		Yes

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 04/07/2008 Submitted Date 04/07/2008

Respond By Date
Dear Ronnie Jackson,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Group Vision Insurance Policy (Form)
- Group Vision Insurance Certificate (Form)

Comment: With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity as outlined under ACA 23=86-108(4) and Bulletin 14-81.

### Objection 2

- Employer Application For Group Vision Insurance (Form)

Comment: With respect to the Fraud Warning, please remove the language...."is guilty of a felony of the third degree...".

Please feel free to contact me if you have questions.

Sincerely,

**Rosalind Minor** 

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 04/08/2008 Submitted Date 04/08/2008

Dear Rosalind Minor,

### Comments:

Enclosed is Companion Life's response to your April 7, 2008 objection.

## Response 1

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

Comments: Page 5 of policy form VGRP-300 and page 4 of certificate form VGRC-310 have been revised by adding the words, "Proof of dependent's incapacity, and the 31-day notice do not appry to handicapped dependents."

The revised policy and certificate are attached.

### **Related Objection 1**

Applies To:

- Group Vision Insurance Policy (Form)
- Group Vision Insurance Certificate (Form)

### Comment:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity as outlined under ACA 23=86-108(4) and Bulletin 14-81.

### **Changed Items:**

### **Supporting Document Schedule Item Changes**

Satisfied -Name: Form VGRP-300

Comment:

Satisfied -Name: Form VGRC-310

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

### Response 2

Comments: Ms. Minor,

The FRAUD WARNING section of the employer application has been designed to be used in multiple states. The fraud warning that has the language "is guilty of a felony of the third degree" is "FLORIDA" state-specific. We put the words "FL only" after the words FRAUD WARNING to ensure consumers are aware that this pertains to the state of Florida, only. In lieu of this explanation, we respectfully request that you reconsider this objection.

### **Related Objection 1**

Applies To:

Employer Application For Group Vision Insurance (Form)

### Comment:

With respect to the Fraud Warning, please remove the language...."is guilty of a felony of the third degree...".

SERFF Tracking Number: CMLX-125582089 State: Arkansas

Filing Company: Companion Life Insurance Company State Tracking Number: 38546

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

**Changed Items:** 

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely, SPI CompanionLife 

 SERFF Tracking Number:
 CMLX-125582089
 State:
 Arkansas

 Filing Company:
 Companion Life Insurance Company
 State Tracking Number:
 38546

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

# Form Schedule

Lead Form Number: VGRP-300

Review	Form	Form Typ	e Form Name	Action	<b>Action Specific</b>	Readability	Attachment
Status	Number				Data		
	95275	Application	n/Employer Application	n Initial		40	95275.PDF
		Enrollmen	t For Group Vision				
		Form	Insurance				

# **Companion Life**

# **EMPLOYER APPLICATION FOR GROUP VISION INSURANCE**

# Vision by Design

Companion Life Insurance Company • PO Box 100102 • Columbia, South Carolina 29202-3102

FAX (803) 735-0736 1-800-753-0404

Please Print or Type

		EMPLUYE					
1.	Full legal name of appli	cant (As it should appear in policy)		Telephone N	lumber		
	FASHION BUG			(000)	00-000		
2.	Applicant's Federal Tax 22-11111-777	ID Number					
3.	Address 111 State Street	Street		Post Office Box			
City	Any City, USA 000	County 200		State	Zip		
		ondence with the Applicant should be ad					
	Name Mary Jane		1	itle Office Manager			
	Fax Number <u>(000)</u> 00	0-0000		-mail Address <u>mj@fashionb</u>	ug.go		
5.	Nature of Business			6. Requested Effective Date:			
	Clothing Sales			January 1, 0000			
7.		sinesses covered under this plan?   No	If YES, plea	ase state name and nature of ea	ch subsidiary or affiliate.		
	Are separate billings rec □ Yes	uired? ⊠ No	If YES, plea	se provide billing instructions.			
8.	Type of Administration:	☐ Home Office Admi	nistered	x Self Adm	inistered		
		EMPLOYE	हिंद्दिश्विताः।	niya ya sa			
9.	The normal work week	for full-time employees is: 30 hours.	The norma	work week for full-time emplo	vees must be at least 30 hours.		
		s than 30 hours per week may be accept					
10.	Current eligible employe	ees are to be covered:	11. Em	ployees hired after the plan effe	ective dates are to be covered:		
	Immediately on the r	·		Immediately.	į		
	After days of of	continuous employment.		After days of continuous	employment.		
	First of the month following	owing days of continuous employme	ent. 🗆	First of the month following	days of continuous employment.		
	12. Coverage following completion of the waiting period selected will be effective the first of the month following completion of the waiting period or the next billing date.						
	ported of the flext billing	g dato.					
SPECIFICATIONS FOR INSURANCE							
13.	13. Will this coverage replace any existing vision insurance plan? If YES, name present insurance carrier:						
		X No					
14.	Existing Plan Effective D	ate:	15. Tern	nination Date of Existing Plan			

		<u> </u>
16. Choose Benefit Design and Options (Requ	uired)	
☐ Visions Essentials Plan (Exam Only + Discount)	∀ision Choice Plan     (Eyewear Only + Discount)	☐ Vision Select Plan (Exam + Eyewear + Discount)
Exam Copay:  \$ \$0 \$ \$10 \$20	N/A	Exam/Lens Copays:  \$ \$0/0 \$ \$10/\$10 \$20/\$20
Exam Frequency: 12 months		Exam Frequency: 12 months
N/A	Eyewear Allowances:  \$100 Frame/\$115 Contacts  \$130 Frame/\$130 Contacts	Eyewear Allowances:  \$\square \\$100 \text{ Frame/\\$80 Contacts}\$  \$\square \\$130 \text{ Frame/\\$120 Contacts}\$
	Frames Frequency:  12 months 24 months	Frames Frequency:  12 months 24 months
	Lens/Contact Lens Frequency: 12 months	Lens/Contact Frequency: 12 months
17. Choose Premium Rate Structure (Required (If sold with Dental, Vision and Dental must be		☐ Four Tier
18. Number of Eligible Employees: 35	19. Number of Enrolle	d Employees:35
20. Percent of Premium Paid by Employer:	Single/Employee Only% [	☐ Family/Dependents <u>100</u> %
	contributions are involved, Companion Life offers on plan along with a Companion Life Group Denta he Group Dental plan must also participate in the	Insurance plan. To qualify for these special
a. Will employees contribute to the cost of	the Vision plan? 🔲 Yes 🗵 No	
b. Will this Vision Plan be enrolled with a C	ompanion Group Dental Insurance plan? 🔲 Yes	⊠ No
c. If yes, will 100% of the employees and d ☐ Yes ☐ No	ependents enrolled in the Companion Life Group (	Dental plan be required to take the Vision Plan?
NUMBER OF STATE	EMPLOYER'S SIGNATURE	
FRAUD WARNING (Not Applicable in AZ, FL, MD, OF files an application for insurance or a statement of c mation concerning any fact material thereto commits which may be determined by a court of law to be a c	laim containing any materially false information or o s (in TX, may be committing) a fraudulent insurance	conceals for the purpose of misleading, infor- act, which is a crime and subjects (in KS,
FRAUD WARNING (FL only): Any person who knowin tion containing any lalse, incomplete or misleading	gly and with intent to injure, defraud or deceive any information is guilly of a feiony of the third degree.	insurer files a statement of claim or an applica-
Quotations were based on the proposal data submitted the group of persons who become insured.	to Companion Life. Final premium rates will be detern	nined on the basis of the actual composition of
If the initial deposit is at least equal to the first month's practices, insurance under the terms of the policy shall policy is delivered and accepted in writing; in the interiauthority to guarantee the acceptability of the requeste	be effective on the effective date requested. Otherwism, liability is limited to a return of the original deposit.	e, insurance will become effective only when a
Dated atAny City, USA	this 15th day of Dec	ember 20 10
Gity/State	President	2
Signature of Employer	Title	Witness
	AGENT'S REPORT	
25. Initial Deposit (Minimum first month's premium is r	equired.) 26. Agent/Broker Name (Please Print)	Telephone Number
\$ \$458.10	I. B. Agent	(000) 000-0000
27. Address 222 Main Street	Po:	st Office Box
City Any City, USA 00000	County Sta	
	If YES, please describe the benefit amounts and pur	poses of these plans:
29. Is Agent or Broker licensed and appointed by Com Agent Code Number	panion for the types of insurance solicited where this State License	group is located?
30. Signature of Agent/Broker		Date <u>December 15, 2010</u>

SERFF Tracking Number: CMLX-125582089 State: Arkansas State Tracking Number: 38546

Filing Company: Companion Life Insurance Company

GVAR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

# **Rate Information**

Company Tracking Number:

Rate data does NOT apply to filing.

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

# **Supporting Document Schedules**

Satisfied -Name: Application 03/27/2008

**Review Status:** 

**Review Status:** 

Comments: Attachment:

95206 (Approval Ltr).PDF

Satisfied -Name: Readability Certificate Readability Certificate 03/27/2008

Comments:
Attachment:

Readability Certificate.PDF

Satisfied -Name: Consumer Information Notice 03/27/2008

Comments: Attachment:

Consumer Information Notice.PDF

Review Status:

Satisfied -Name: Actuarial Memorandum 03/27/2008

Comments: Attachment:

Actuarial Memorandum.PDF

Review Status:

Satisfied -Name: Compliance Certification (Rule 19) 03/27/2008

Comments: Attachment:

Compliance Certification (Rule 19).PDF

Review Status:

Satisfied -Name: Filing Fee (Copy of Check) 03/27/2008

SERFF Tracking Number: CMLX-125582089 State: Arkansas

Filing Company: Companion Life Insurance Company State Tracking Number: 38546

Company Tracking Number: GV AR0003401F01

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

Project Name/Number: VIEM01GR08/GV AR0003401F01

### Comments:

### **Attachment:**

Filing Fee (Copy of Check).PDF

SERFF Tracking Number: CMLX-125582089 State: Arkansas 38546 State Tracking Number:

Filing Company: Companion Life Insurance Company

GV AR0003401F01 Company Tracking Number:

TOI: H20G Group Health - Vision Sub-TOI: H20G.000 Health - Vision

Product Name: VIEM01GR08

VIEM01GR08/GV AR0003401F01 Project Name/Number:

**Review Status:** 

Certification/Notice Satisfied -Name: 03/27/2008

Comments: Attachment:

Compliance Certification.PDF

**Review Status:** 

Form VGRP-300 Satisfied -Name: 04/08/2008

**Comments:** Attachment:

Form VGRP-300.PDF

**Review Status:** 

Form VGRC-310 Satisfied -Name: 04/08/2008

**Comments: Attachment:** 

Form VGRC-310.PDF



COMPANION LIFE INSURANCE COMPANY
7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

Manager of Compliance F. David Wythe, FLMI, HIA David Wythe@companiongroup.com 8031 264-5008

Contracts Compliance Specialist Ronnia L. Jackson (803) 284-5738 Ron.Jackson@companiongroup.com (800) 753-0404, Ext. 45738

October 24, 2003

Arkansas Department of Insurance Life & Health Division 1200 West Third Street Little Rock, Arkansas 72201-1904 PECEIVED
OCT 3 0 2003

LIFE AND HEALTH ARKANSAS INSURANCE DEPARTMENT ARKANSAS A DHEA

Re:

Companion Life Insurance Company - NAIC Company 77828; FEIN - 57-0523959

Form Nos:

95206 5/03

Group Insurance Enrollment Form and Change Request

95187 3/03

Employer Application For Group Dental Insurance

Dear Sir or Madam:

Companion Life Insurance Company hereby files for your consideration and approval the above referenced group employee enrollment and change request form, and employer application. The forms are new and will not replace any previously approved forms.

The enrollment form is multi-purpose and is intended for employee enrollment or change request for group life, AD&D, Short Term and Long Term Disability, Voluntary LTD, and/or dental insurance coverage. This form was "Received For Informational Purposes Only" in our domicile, South Carolina, on July 9, 2003. The employer application will be used to apply for large group dental insurance. Likewise, on September 8, 2003, this form was also "Received For Informational Purposes Only" in South Carolina. Both forms are enclosed in duplicate and completed in "John Doe" fashion.

Should you have any questions regarding this filing, feel free to contact me at the e-mail address or phone number listed above.

Sincerely,

RECEIVED

NOV 1 8 2003

COMPLIANCE DEPT.

Enclosures:

Captioned Forms

\$50.00 Filing Fee

Evidence of Home State Approval

Prepaid Return Envelopes



COMPANION LIFE INSURANCE COMPANY
7909 PARKLANE ROAD, SUITE 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

### READABILITY COMPLIANCE CERTIFICATION

TITLE OF FORMS: Group Vision Insurauce

Policy Form No: VGRP-300 Certificate Form No: VGRC-310

I hereby certify that the above referenced forms produce a Flesch reading ease score as follows:

	<b>Policy</b>	<u>Certificate</u>
Flesch Index:	45.8	45.1

I further certify that to the best of my knowledge and belief these forms are in compliance with the NAIC Model Act regarding simplified and readable insurance policies.

F. David Wythe, FLMI, HIA Manager of Compliance

Dated: January 3, 2006\_\_\_\_



COMPANION LIFE INSURANCE COMPANY 7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666 P.O. Box 100102, Columbia, South Carolina 29202-3102 (803) 735-1251

(Hereinafter called We, Our, or Us)

### CERTIFICATE ENDORSEMENT

# TO BE ATTACHED TO GROUP VISION INSURANCE FORM VGRP-301 ISSUED IN THE STATE OF ARKANSAS

THE FOLLOWING NOTICE IS REQUIRED BY ACA 23-79-138:

Policyholder Service Office of Company:

Address: Telephone Number:		
[Name of Agent: Address: Telephone Number:]		

If We at Companion Life Insurance Company fail to provide you with reasonable and adequate service, You should feel free to contact:

Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201 (800) 282-9134 (501) 371-2600

## COMPANION LIFE INSURANCE COMPANY GROUP VISION CARE COVERAGE POLICY FORM VGRP 300 ACTUARIAL MEMORANDUM

### I. General

The product is a group insurance plan providing coverage for vision care for employees and their dependents. This is a new form.

### 2. Benefits

Vision care benefits provided range from plans that provide an Exam Only to plans that cover Exams and Eye Wear including Frames, Lenses, and Contacts. The typical plan has copayments on exams and also on lenses. Copayment options are typically \$0, \$10, and \$20. Typical frequency limits are: exams once every 12 months, lenses once every 12 months, frames once every 12 or 24 months.

### 3. Premium Rates

Premium rates were determined using EyeMed's Vision Care charges and loading for Companion Life's administration and risk charges. Premiums were adjusted to produce a 65% loss ratio. Future rates will be determined using nationwide experience for these plans. The experience will be reviewed at least annually.

### 4. Proposed Effective Date

As soon as approved.

### 5. Certification

I certify that to the best of my knowledge and judgment, the information contained in this rate filing is true and correct and the premiums are reasonable in relation to the benefits and do not unfairly discriminate among policyholders.

January 20, 2006

Stephen T. Carter, F.S.A. F.C.A., M.A.A.A.

Director of Actuarial Services

# Companion Life Pricing Grid

	PI	an A \$10	0 Frame	/\$80 Con	tacts		
			N	on-Volunta	ry		
Frequency		12/12/12				12/12/24	
Copays	0/0	10/10	20/20		0/0	10/10	20/20
2 Tier	\$6.35	\$6.74	\$5,60		\$7,60	\$6.18	\$5.17
EE EE+Family	\$21.10	\$17.00	\$14,09		519.20	\$15.58	513.01
•	321.10	3(1.00	Ψ(4,05		013.20	#10.5C	010.01
3 Tier EE	58.35	\$6.74	55.60		\$7.60	\$6.18	55.17
EE+1	\$15.76	512.70	\$10.54		\$14.34	511.65	\$9.72
EE+Family	\$23.08	\$18.59	\$15.40		\$20.99	\$17.04	\$14.22
4 Tier							
EE	\$8.35	\$6.74	\$5.60		\$7.60	\$6.18	\$5.17
EE+1	\$15.76	\$12.70	\$10.54		\$14.34	\$11.65	\$9.72
EE+2	\$18.63	\$15.01	\$12.45		\$16.95	\$13.77	\$11.50
EE+Family	\$24.80	\$19.98	\$16.56		\$22.57	\$18.31	\$15.29
				Voluntary			
Frequency		12/12/12				12/12/24	
Copays	0/0	10/10	20/20		0/0	10/10	20/20
2 Tier							
z Her EE	\$12.70	\$10.80	\$9.21		\$10.45	\$8.80	\$7.50
EE+Family	\$32.21	s27.36	\$23 30		\$26.47	\$22 26	\$18.94
3 Tier			ĺ				
EE	512.70	\$10.80	\$9.21		\$10.45	\$8.80	\$7.50
EE+1	524.03	\$20.42	517.39		S19 75	\$16.62	\$14.15
EE+Family	\$35.22	\$29.92	\$25.47		\$26.95	\$24.33	\$20,71
4 Tier							
EE	\$12.70	<b>\$</b> 10.80	\$9.21		\$10.45	\$8.80	\$7.50
EE+1	\$24.03	S20.42	\$17.39		\$19.75	\$16.62	\$14.15
EE+2	\$28.43	524.16	\$20.58		\$23 37	\$19.66	\$16.72
EE+Family	\$37.87	\$32.17	\$27.39	ı	\$31.12	\$26.16	\$22.26
_				Mixed		12/12/24	
Frequency	0/0	12/12/12	20/20		D/D	10/10	20/20
Copays	0,0	:0/10	20/20		0,0	10/.0	25,25
2 Tier							
EE	\$10.83	\$8.73	57.23		59.87	\$8.01	\$6.71
EE+Family	\$27.43	\$22.07	\$18.27		\$24.93	520.24	\$16.92
3 Tier							
EE	\$10.83	\$8.73	\$7 23		\$9.87	\$8.01	\$6.71
EE+1	520 48	516 47	\$13.64		518.61	\$15.11	\$12.64
EE+Family	\$30.01	\$24,13	\$19.98		527.27	\$22.14	\$18.50
4 Tier ⊏⊏	510.83	\$8.73	\$7.23		<b>\$</b> 9.87	\$8.01	\$6.71
EE EE+1	520.48	\$6.73 \$16.47	\$13.64		\$18.61	\$15.11	512.G4
EE+2	\$20.48	\$19.48	\$16.14		\$22.03	\$17.87	\$14.95
EE+Family	\$32.26	\$25.94	\$21.47		\$29.32	\$23.79	\$19.89

	Pl	ап А \$13	0 Frame	\$120 Cor	itacts		
			N	on-Volunta	ry		
Frequency		12/12/12		[		12/12/24	
Copays	0/0	10/10	20/20		0/0	10/10	20/20
2 Tier							
EE	\$9.47	\$7.72	\$6.50		\$8.62	\$7.10	\$6.0
EE+Family	\$23,97	\$19.50	\$16.40		\$21.81	\$17.93	\$15.2
3 Tier	mp 47	\$7.72	ec co		\$8.62	\$7.10	\$6.0
EE EE+1	\$9.47 \$17.89	\$14.56	\$6,50 \$12,25		\$16.02 \$16.28	\$13.39	\$11.3
EE+Family	\$26.22	\$21.32	\$17.93		\$23.85	\$19.61	\$16.6
4 Tier							
EΕ	\$9.47	\$7.72	\$6.50		\$8.62	\$7,10	\$6.0
EE+1	\$17.89	\$14,56	\$12.25		\$16.28	\$13.39	\$11.3
EE+2	521.16	\$17.22	\$14.48	\	\$19.26	\$15.84	\$13.4
EE+Family	\$28.18	\$22.92	\$19.28		\$25.64	\$21.08	\$17.8
_				Voluntary			
Frequency Copays	0/0	12/12/12 10/10	20/20	1	0/0	12/12/24	20/20
Copays	3,0	10,10	20,20	ŀ	G/G	10/10	ZUIZU
2 Tier							
EΕ	\$14.40	\$12.41	\$10.73		\$11.81	\$10.06	\$8.7
EE+Family	\$36.52	\$31,47	\$27.17		\$29.93	\$25.46	\$22.0
3 Tier EE	\$14.40	512.41	<b>S</b> 10.73		511.81	\$10,06	\$8.7
EE+1	\$27.24	\$23.47	\$20.27		\$22.33	\$19.00	\$16.4
EE+Family	\$39.96	\$34.40	\$29.73		\$32.74	\$27.84	\$24.1
4 Tier							
EE	\$14.40	\$12.41	\$10.73		\$11.81	\$10.06	\$8.7
EE+1	\$27.24	\$23.47	\$20.27		\$22.33	\$19.00	\$16.4
EE+2	532.24	\$27.77	\$24.00		\$26.42	\$22.48	\$19.4
EE+Family	\$42.95	\$36.99	\$31.95	Į	\$35.19	\$29.93	\$25.9
		12/12/12		Mixed	-	12/12/24	
Frequency Copays	0/0	10/10	20/20	ļ	0/0	10/10	20/20
	3.0					•	
2 Tier					<b>.</b>	ac = :	
EE	\$12.28	\$10.01	58.42		\$11.17	\$9.21	57.8
EE+Family	531.13	\$25.34	\$21,28		\$28.30	\$23.30	\$19.7
3 Tier EE	\$12.28	\$10.01	\$8,42		\$11.17	<b>\$</b> 9.21	\$7.6
EE+1	\$23.22	\$18.91	\$15.89	1	\$21.10	517.39	S14.7
EE+Family	\$34.04	\$27.73	\$23,28		\$30.94	\$25.47	\$21.6
4 Tier							
EE	\$12.28	510.01	58.42		\$11.17	s9 21	\$7.8
EE+1	\$23.22	\$18.91	\$15.89		\$21.10	\$17.39	\$14.7
EE+2	\$27.48	522.38	\$18.80		\$24.98	\$20.58	\$17.4
EE+Family	\$36.60	\$29.80	\$25.02		\$33 26	\$27.39	\$23.2

Exams and Eyewear

# **Companion Life Pricing Grid**

	Plan C	<u>-</u>	
	Noi	n-Voluntary	,
Frequency Copays	0	12 10	20
2 Tier EE EE+Family	\$1.18 \$2.89	\$0.86 \$2.07	\$0.64 \$1.49
3 Tier EE EE+1 EE+Family	\$1.18 \$2.18 \$3.15	\$0.86 \$1.57 \$2.26	\$0.64 \$1.13 \$1.62
4 Tier EE EE+1 EE+2 EE+Family	\$1.18 \$2.18 \$2.57 \$3.39	\$0.86 \$1.57 \$1.84 \$2.42	\$0.64 \$1.13 \$1.32 \$1.74

Exams Only

# Companion Life Pricing Grid

	Pla	n F \$100	Frame/	\$115 Con	tacts		
	Non-Voluntary						
Frequency		12/12				12/24	
Copays	0	10	20		0	10	20
2 Tier							
EE	\$5.47	\$4.53	\$3.93		\$4.95	\$4.21	53 70
EE+Family	\$13.75	\$11.37	\$9 85		\$12 45	\$10.55	<b>\$</b> 9.25
3 Tier							_
EE	\$5.47	\$4.53	\$3.93		\$4 95	\$4.21	S3 70
EE+1	\$10.27	\$8.51	\$7.37		\$9 31	57.89	\$6 93
EE+Family	\$15.04	\$12.44	S10.76		S13 61	\$11.53	510 11
4 Tier EE	\$5.47	\$4 53	\$3.93		\$4.95	54 21	\$3.70
EE+1	\$10.27	S8 51	\$7 37		S9 31	\$7.89	\$6.75
EE+2	\$12.16	\$10.06	\$8 70		\$11.01	\$9.32	\$8 17
EE+Family	\$16 16	\$13.36	\$11 56		\$14 63	\$12.39	\$10.86
Frequency		12/12		Voluntary		12/24	
Copays	0	10	20		0	10	20
2 Tier							
EE	\$8 21	\$7 26	\$6 46		\$6 56	\$5.74	\$5.16
EE+Family	\$20 77	<b>\$</b> 18.34	\$16 30		\$16 56	S14 47	\$12 98
3 Tier		-7.50	<b>5</b> 0.40		<b>5</b> 0 F0	5574	25.40
EE	58 21	57 26	56 46		\$6.56	\$5.74	\$5.16
EE+1 EE+Family	\$15.51 \$22.71	\$13.69 \$20.05	\$12 17 \$17 82		\$12.36 \$18.09	\$10.82 \$15.81	\$9.70 \$14.19
_	022.71	•20 00	2 32		*******	*****	
4 Tier EE	SB 21	\$7,26	S6 46 :		\$6,56	\$5.74	\$5,16
EE+1	\$15.51	\$13.69	\$12. <b>1</b> 7		\$12.36	\$10.82	\$9.70
EE+2	\$18.34	\$16,19	514 40		514.62	\$12.77	511.46
EE+Family	\$24 41	\$21 56	\$19.15		\$19.45	\$17.00	\$15 24
1				Mixed			
Freguency		12/12		wixed		12/24	
Copays	0	10	20		0	10	20
2 Tier		45					00
EE	\$7.07	\$5 86	\$5 09		\$6 40	\$5.44	\$4.78
EE+Family	\$17 86	\$14.76	\$12.79		\$16.15	\$13.68	\$12 00
3 Tier	67.07	55.00	\$5.09		\$6.40	\$5.44	\$4 78
EE	\$7.07 \$13.33	\$5,86 \$11.03	\$5.09 \$9.56		\$12.06	\$10.23	\$8 97
EE+1 EE+Family	\$19.53	S16 14	\$13 99		\$17.66	\$14 97	S13 12
4 Tier							
EE	\$7.07	\$5.86	\$5 09		\$6 40	\$5 44	\$478
EE+1	\$13.33	\$11 03	\$9 56		\$12.06	\$10.23	S8 97
EE+2	\$15.77	\$13 04	S11 30		\$14.26	\$12.09	\$10.61
EE+Family	\$20 99	\$17.35	\$15 02		\$18 97	\$16 08	\$14 10

Г		- F 640	0.5	(6420.0-	-44-		
	P1	anr \$13		/\$130 Co			
			N	on-Volunta	ıry		
Frequency Copays	0	12/12 10	20		Đ	12/24 10	20
2 Tier EE	\$6.26	\$5.23	\$4 59		\$5.67	\$4.87	\$4.31
EE+Family	\$15.77	\$13.17	\$11.52		\$74.28	\$12.23	\$10.82
3 Tier							
EE	\$6 26	\$5,23	\$4.59		S5 67	S4 B7	\$4,31
EE+1	\$11.78	\$9.84	\$8.61		\$10.67	\$9.15	\$8.08
EE+Family	\$17 25	\$14.40	\$1260		\$15.61	\$13.37	\$11.82
4 Tier							
EE .	\$6 26	\$5 23	S4 59		\$5 67	\$4.87	54 31
EE+1	\$11.78	59 84	\$8.61		\$10.67	\$9.15	\$8 08
EE+2 EE+Family	\$13.93 \$18.53	\$11 63 \$15 46	\$10 19 \$13 53		\$12.61 \$16.78	\$10.80 \$14.37	\$9 56 \$12 70
LL., uning	07000	<b>\$10.10</b>	41000				V.E.
Frequency		12/12		Voluntary		12/24	
Copays	ō	10	20		0	10	20
2 Tier EE EE+Family	\$9.43 \$23.85	\$8.39 \$21.21	\$7 56 \$19 09		S7 53 S19 01	<b>5</b> 6 64 \$16 73	\$6.02 \$15.17
3 Tier EE EE+1	\$9.43 \$17.80	\$8.39 \$15.83	\$7.56 \$14.25		\$7.15 \$14.19	\$6.64 \$12.50	\$6.02 \$11.34
EE+Family	\$26.09	\$23 19	\$20.87		520 80	\$18 30	\$16.59
4 Tier EE	\$9,56	\$8 39	\$7.56		S7 53	<b>\$</b> 6 64	S6 02
EE+1	\$17.80	\$15.83	S14 25		S14 19	\$12.50	\$11.34
EE+2	\$21.06	\$18.74	516 85		\$16.79	\$14.79	\$13.40
EE+Family	\$28.05	\$24 93	\$22 43		\$22.35	\$19 67	\$17.83
				Mixed			
Frequency		12/12				12/24	
Copays	0	10	20		0	10	20
2 Tier							
EE	\$8 11	\$6.76	<b>\$</b> 5 93		57 34	\$6.28	\$5.58
EE+Family	\$20.51	517 11	\$14 95		\$18,53	\$15.84	S14 06
3 Tier		#6			0	****	
EE	SB 11	S6 78	<b>S</b> 5 93		\$7.34	\$6.28	\$5.58
EE+1 EE+Family	\$15 30 \$22 42	\$12 77 \$18 71	S11 17 S16 34		\$13 84 \$20 26	\$11 84 \$17 32	\$10.51 \$15.36
4 Tier							
4 Her EE	58 11	\$6.78	\$5 93		\$7.34	\$6 28	\$5.58
EE+1	\$15 30	\$12.77	\$11.17		513 84	\$11 84	\$10.51
EE+2	\$18 11	\$15.11	\$13.21		\$16.37	\$14 00	\$12.42
EE+Fam∯y	\$24.10	\$20 11	\$17 57		\$21 78	\$18 62	\$16.52



COMPANION LIFE INSURANCE COMPANY
7909 PARKLANE ROAD, SUITE 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

### STATE OF ARKANSAS

### COMPLIANCE CERTIFICATION RULE 19

Companion Life Insurance Company is aware of Rule 19, entitled Unfair Sex Discrimination In The Sale of Insurance and certifies that the Group Vision form filing submission meets the provisions of said Rule.

Karl C. Kemmerlin . Vice President & CFO

Dated: March 21, 2008



### INSURANCE DEPARTMENT TRUST FUND

CHECK NUMBER 000392394 CHECK AMOUNT

50.00 VENDOR 68441G

SOURCE CL1 DATE 03/26/08

INVOICE

PURCHASE

NUMBER ORDER ACCT COSTING

AMOUNT

SS08510013

8613

50.00 D

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER – SEE BACK FOR DETAILS

Bank of America Bank of America Customer Connection Bank of America of Texas, N.A.

--CASHIER--For your protection require two ID's from payer



Companion Life Insurance Company P. O. Box 100102 Columbia, South Carolina 29223-5666 (803) 735-1251

VOID SIX MONTHS FROM DATE OF ISSUE

1110

NO. 000392394

40165713

MARCH 26, 2008

**\$\*\*\*\***\*50.00

FIFTY AND 00/100 -

**DOLLARS** CL1

TO THE

ORDER OF

68441G

INSURANCE DEPARTMENT TRUST FUND

Clabert a Sainte



COMPANION LIFE INSURANCE COMPANY
7909 PARKLANE ROAD, SUITE 200, Columbia, South Carolina 29223-5666
P.O. Box 100102, Columbia, South Carolina 29202-3102
(803) 735-1251

### STATE OF ARKANSAS

### **COMPLIANCE CERTIFICATION**

After a review of Arkansas Bulletin 9-85, dated May 10, 1985 and Arkansas Bulletin 9-85A, dated July 18, 1985, Companion Life Insurance Company certifies that benefits payable under PPO and Non-PPO providers complies with the requirements specified in said bulletins.

Karl C. Kemmerlin .

Vice President & CFO

Dated: March 21, 2008



COMPANION LIFE INSURANCE COMPANY 7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666 P.O. Box 100102, Columbia, South Carolina 29202-3102 (803) 735-1251 (the "Company") (Herein called Companion Life)

Policy No.: [000-000]

Policy Effective Date: [January 1, 0000]

Policyholder: [Employer's Name]

Policy Anniversary Date: [March 1 each year]

Policy Insured By: Companion Life Insurance Company

(referred to as the Company, we, us, and our)

Policy delivered in South Dakota and subject to the laws of that jurisdiction.

[Plan administered by Physician EyeCare Plan/EyeMed Vision Care.]

In consideration of the Application made by the Policyholder, and receipt of any and all Premiums when due, Companion Life Insurance Company agrees to provide the coverage described herein subject to all provisions of this Policy and any amendments added to this Policy.

The first premium is due on the date of issue of this Policy. This Policy shall renew each Policy Renewal Date unless Terminated in accordance with the Policy Termination provision. The Entire Contract provision of this policy determines all rights and Benefits of persons who are insured hereunder.

This page and the pages which follow are all part of this Policy and is fully recited over the signatures shown below.

This group Policy takes effect on the Date of Issue shown above at 12:01 A.M., local time at the Policyholder's address and may be continued in force in accordance with the terms of the group Policy. Policy years and Policy anniversaries will be determined from the Date of Issue.

This group Policy is governed by the laws of the State of South Dakota and all provisions and terms of this group Policy shall be in accordance with the laws of that State.

If a policy provision conflicts with the state laws of Arkansas the provision will be administered according to the law.

IN WITNESS WHEREOF Companion Life Insurance Company caused this group Policy to be executed on the Date of Issue.

Trescott N. Hinton, Jr.

**President** 

### **TABLE OF CONTENTS**

Name of Provision	Page Number
Schedule of Benefits	3
Premiums	4
Definitions	5-7
Eligibility	8
Eligible Class Eligibility for Coverage Effective Date of Employee's Insurance Effective Date of Dependent's Insurance Newborn Infant Coverage Adopted Children Coverage.	8 8 8 8
Termination of Insurance	
For all Covered Persons.	
Limitations and Exclusions	10
Coordination of Benefits	10-11
Claims	12
Claim Forms Proof of Loss Payment of Benefits	12
General Provisions	13
Termination of Policy	14

# VISION SCHEDULE OF BENEFITS

[Allowance – Benefits provided by this Policy will be compensated according to the following schedule:

	Plan A	Plan B	Plan C Out-of-		out-of-
Network					
A11	In-Network	In-Network	In-Network		
Allowance*  Even with Diletion of Negoccowy	\$5 off exam	\$10 Copay	\$10 Copay		\$35
Exam with Dilation as Necessary	\$5 on exam	\$10 Сорау	\$10 Сорау		φου
Contact Lens fit and Follow-up					
(Contacts lens fit and two follow-up visits are					
available once a comprehensive eye exam has					
been completed.)	φ10 cc	Φ0. G	фо С		<b>0.40</b>
Standard**	\$10 off contact lens exam	\$0 Copay	\$0 Copay		\$40
Premium***	\$10 off contact	\$0 Copay, 10%	\$0 Copay, 10% off		
	lens exam	off retail, then	retail, then apply		
		apply \$55	\$55 allowance		
		allowance			
Benefit Period	Unlimited	12 months****	12 months****	12	
			months****		
Standard Plastic Lenses					
Single	\$50	\$50	\$10 Copay		\$25
Bifocal	\$70	\$70	\$10 Copay		\$40
Trifocal Other Add-Ons and Services	\$105 20% off retail	\$105 20% off retail	\$10 Copay 20% off retail		\$55 N/A
Other Add-Ons and Services	20% Off Tetaff	20% off fetali	20% off fetall		1 <b>\</b> / <i>A</i>
Benefit Period	Unlimited	Unlimited	12 months**** months****	12	
Lens Options					
UV Coating	\$15 Copay	\$15 Copay	\$15 Copay		N/A
Tint (Solid and Gradient)	\$15 Copay	\$15 Copay	\$15 Copay		N/A
Standard Scratch Resistant Coating Standard Polycarbonate	\$15 Copay	\$15 Copay	\$15 Copay \$15 Copay		N/A N/A
Standard Anti-Reflective Coating	\$15 Copay \$15 Copay	\$15 Copay \$15 Copay	\$15 Copay \$15 Copay		N/A
Standard Progressive (Add-on to Bifocal)	\$15 Copay	\$15 Copay	\$15 Copay		N/A
Contact Lenses (Materials only)	φ10 Copuy	φτε copuj	φτο σορω <u>ή</u>		1,711
Conventional	15% off retail	15% off retail	\$0 Copay, \$80		\$64
			allowance, 15% off		
			balance over		
			allowance		
Disposable			\$0 Copay, \$80		
-			allowance, plus		
			balance over \$80		
Medically Necessary	15% off retail	15% off retail	Paid-in-full		\$200
Benefit Period	Unlimited	Unlimited	12 months****	12	
			months****		

Frames (Any available frame at provider location. Benefit is not available on those frames where the manufacturer prohibits a discount.)	35% off retail	35% off retail	\$100 allowance, 20% off balance over \$100	\$45	5
Benefit Period	Unlimited	Unlimited	24 months**** months****	24	

<sup>\*</sup>When services are obtained from an out-of-network provider, a claim form must be filed with Companion Life for reimbursement.

disposable, frequent replacement, etc.)

<sup>\*\*</sup>Standard Contact Lens Fitting-spherical clear contact lenses in conventional wear and planned replacement (Examples include but not limited to

<sup>\*\*\*</sup>Premium Contact Lens Fitting – all lenses designs, materials and specialty fittings other than Standard (eg., toric, multifocal, etc.)

<sup>\*\*\*\*</sup>Once in a 12 month period defined by last date of service.

<sup>\*\*\*\*\*</sup>Once in a 24 month period defined by last date of service.]

### **PREMIUMS**

**Method of Premium Payment.** Premiums are payable monthly unless we agree with the Policyholder on some other way of payment. The method of payment may be changed from time to time.

**Premium Due Date.** The Premium Due Date will be the day of the month which conforms numerically with the Anniversary Date or the last day of a month in which there is no day which so conforms. We may, however, agree with the Policyholder that some day other than the day which conforms numerically with the Anniversary Date be considered the Due Date. If we agree with the Policyholder to the payment of premiums on a basis other than monthly, the Premium Due Date will be fixed to match the correct basis. If there is a change in the method of payment or Premium Due Date, a pro rata charge in the premium due will be made.

**Payment of Premiums.** The first premium will be due on the Effective Date to cover the period from that date to the first Premium Due Date. Other premiums will be due on or before each Premium Due Date. Premiums are payable at our Home Office or at some other location to which we and the Policyholder agree.

**Premium Statements.** A Premium Statement will be made as of the Premium Due Date showing the premium payable. If premiums are payable on other than a monthly basis, each statement will show any pro rata premium charges and credits in the last premium due to changes in the number of Insureds and in the amount of insurance for which people are insured. This is subject to the rules below.

**Simplified Accounting.** The premium will start on the Premium Due Date falling on or after the date the insurance or the increase in the insurance is effective for: a) a person becoming insured; or b) an increase in the amount of insurance on any person, other than because of a change in the Schedule of Benefits. The premium will stop on the Premium Due Date falling on or after the date of termination of insurance. The premium will be decreased on the Premium Due Date falling on or after the date of decrease in the amount of insurance if the decrease is not because of a change in the Schedule of Benefits. There will be no pro rata charges or credits for a partial month. If premiums are payable other than monthly, charges and credits will be figured as though the Premium Due Date is monthly.

We will be liable for the return of unearned premiums to the Policyholder only for the 12 months before the date we receive evidence that a return is due.

**Calculation of Premiums.** The premium due as of any Premium Due Date is the number in force on such date for each class of insurance multiplied by the rate for that class of insurance.

**Adjustments in Premium Rates.** We may change rates by giving the Policyholder at least 31 days advance written notice. We may change the rates at any time the Schedule of Benefits, or any other terms and conditions of the Policy are changed. No change will be made in the first 12 months after the Effective Date unless there is a change in the Schedule of Benefits or a change in any other terms and conditions of the Policy.

### **DEFINITIONS**

Coated Lenses - A substance added to a finished lens on one or both surfaces.

**Contact Lenses, Cosmetic -** Contact lenses which are not medically necessary and are constructed solely for cosmetic and/or convenience reasons. These lenses will be reimbursed in accordance with the plan Schedule of Benefits.

**Contact Lenses, Medically Necessary -** Contact lenses which are constructed for the medically necessary conditions described below. Reimbursement for these lenses will be considered as payment-in-full.

- Aphakia (after cataract surgery). A pair of single vision lenses or multi-focal lenses and frames can be provided with the contact lenses.
- When visual acuity cannot be corrected to 20/70 in the better eye except through the use of contact lenses (must be 20/60 or better).
- Anisometrophia of 4.0 diopters or more, provided visual acuity improves to 20/60 or better in the weaker eye.
- · Keratoconus.

<u>Note:</u> The narrowing of visual fields due to high minus or plus corrections is <u>not</u> considered a reason for medically necessary contact lenses.

Copayment - The amount you are required to pay the provider for services covered under this plan.

**Covered Person** – An employee meeting the eligibility requirements of the Policy who is covered for benefits. Covered Person also includes the employees Dependents, if enrolled.

**Dependent Insurance** - Insurance which provides benefits payable as a result of the treatment of a dependent of a Covered Person.

**Dependent** - All the people who are insured as the dependents of any one Insured.

- a. an Insured's spouse.
- b. each unmarried child up to [19] years of age for whom the Insured is legally responsible.
- c. each unmarried child from age [19 up to age 24] who is:
  - i. a full-time student at an accredited school or college; and
  - ii. primarily dependent on the Insured for support and maintenance.
- d. each unmarried child age [19] who:
  - i. becomes Totally Disabled while insured under b. or c. above;
  - ii. is incapable of self-sustaining employment because of mental retardation or physical handicap; and
  - iii. is primarily dependent on the Insured for support and maintenance.

For the purpose of the definition of Dependent, "child" means: (a) the Insured's natural child (from the moment of birth); (b) the Insured's adopted child (from the date of a final court order granting adoption of the child or, if earlier, the date the child is placed by a court in the Insured's home pending such an order); (c) any child living with the Insured in a regular parent-child relationship and primarily dependent on the Insured for support and maintenance; (d) the Insured's grandchild, who is financially dependent on the Insured and who has lived with the Insured continuously since birth; or (e) any child from whom we have notice, pursuant to a medical support order, that the Insured must provide support in the form of vision insurance (from the date of such notice). For the purposes of this definition, "medical support order" is a valid order of a court, judicial department or government agency at the local, state, or federal level that obligates the Insured to provide a child financial support in the form of vision insurance.

Coverage for such child will not cease if proof of dependency is given within 31 days after the Company asks for it.

# DEFINITIONS (Continued)

**Eligible Vision Expenses -** Expenses incurred for services rendered which are included under the Schedule of Benefits, subject to applicable copayments and maximum amount limitations.

**Eligible Participants -** The eligible covered persons shall be those persons who are an employee of, or participant in the group and who meet and continue to meet all eligibility requirements for participation in the benefits program established for the group and who are listed in the eligibility file. Such eligible covered persons shall be entitled to the services, benefits and coverage provided for in this Policy.

**Group Policy -** The written policy between Companion Life and the Policyholder.

### **Insured Person**

- a. person who is an Employee of the Eligible Class for Personal Insurance; and
- b. person who has qualified for insurance by completing the waiting period, if any; and
- c. for whom the insurance has become effective.

Insured also means any eligible dependent which the Insured has elected to enroll under this Policy.

**Medically Necessary** – A procedure is considered medically necessary when one of the following occurs:

- a. following cataract surgery;
- b. to correct extreme visual acuity problems that cannot be corrected with normal eyeglass lenses;
- c. ansiometropia; or
- d. keratoconus.

**Ophthalmologist -** A physician or a doctor of medicine or osteopathy (M.D. or D.O.) who specializes in the comprehensive care of the eyes and visual system to prevent, diagnose, and treat any eye disease, disorder, or injury.

**Optician -** One who is licensed to fit, adjust, and dispense eyeglasses and other optical devices on the written prescription of a licensed ophthalmologist or optometrist. Optometrist - A doctor of optometry (O.D.) who is trained to detect and correct vision problems primarily by prescribing eyeglasses or contact lenses.

**Oversized Lens -** Any lens with an eyesize of 61mm or greater. Oversized lenses are not a covered benefit. Insureds requesting these lenses will be required to pay the difference in charges.

**Policyholder -** The Policyholder stated on the face page of the policy.

**PPO** (Prefered Provider Organization) is an organization that has a written agreement in effect with Companion Life, where the agreement calls for PPO Providers to provide services covered under this policy to insureds at costs not exceeding the amounts shown in the agreement's fee schedule in effect at the time the services are rendered. PPO Providers are providers who have written agreements with, and are members in good standing of, such an organization at the time services are rendered. **PPO SERVICES** and **PPO CHARGES** are services rendered and charges made, by PPO providers. **PPO DEDUCTIBLES, PPO COINSURANCE,** and **PPO MAXIMUMS** are deductibles, coinsurance amounts, and maximums with respect to PPO services and PPO charges.

**NON-PPO PROVIDERS** are providers who are not PPO providers at the time the services are rendered. **NON-PPO SERVICES** and **NON-PPO CHARGES** are services and charges made by Non-PPO providers. **NON-PPO DEDUCTIBLES, NON-PPO COINSURANCE** and **NON-PPO MAXIMUMS** are deductibles, coinsurance amounts, and maximums with respect to Non-PPO services and Non-PPO charges.

# DEFINITIONS (Continued)

**Prescription Change -** At least one of the following standards must be met to qualify as a covered prescription change:

- a change of 0.50 diopters minimum in one eye, or 0.50 diopters minimum total in both eyes.
- a difference in vertical prism of greater than 1 prism diopter.
- a change in axis or astigmatism of a minimum of 15 degrees.

**Radial Keratotomy -** An operation to improve myopia (nearsightedness) by changing the curvature of the cornea over the pupil.

**Standard Lens -** Standard glass or plastic (CR39) in clear or Rose Tint #1 or #2. Any lens which will fit any frame with an eyesize less than 61mm.

Standard Frame - Any frame that has a retail value of \$100.00 or less.

**Usual, Customary, and Reasonable** means the determination of payable benefits is developed from a statistically valid sample which (a) equitably recognizes geographic variations; (b) is produced at least every six months; and (c) is collected on the basis of the most current codes and descriptions developed and maintained by recognized authorities.

You, Yours - The insured.

**Vision Examination** – A comprehensive ophthalmological service as defined in the Current Procedural Technology (CPT) and the Documentation Guidelines listed under "Eyes-examination items". Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated: biomicroscopy, examination with cyclopedia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

**Visual Materials** – Corrective lenses and/or frames or contact lenses.

**We, Our, Us** – Companion Life Insurance Company. Our Home Office address is [7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666.]

#### **ELIGIBILITY**

### **Eligible Class**

Employees of the Policyholder: Who are considered employees for Social Security reporting purposes, are members of the Eligible Class. Employees include partners and proprietors.

Dependents of eligible Employees who are eligible for coverage are members of the Eligible Class.

### **Eligibility for Coverage**

Members of the Eligible Class qualify for coverage: (1) on the effective date of the Group Policy; or (2) if later, following the end of the waiting period specified by the Policyholder.

Eligible dependents qualify for coverage on the latter of: (1) the date you qualify for coverage; or (2) the first of the month following the date you acquire the dependent.

Eligible employees and eligible dependents must complete and submit an enrollment form. You must first be enrolled in the plan to qualify for vision coverage.

### **EFFECTIVE DATES**

### Effective Date of Employee's Insurance

Each Employee's insurance will be effective as follows: 1) If the Policyholder does not require the Employee to contribute towards the premium for this coverage, the Employee will be effective on the date the Employee becomes eligible; 2) If the Policyholder requires the Employee to contribute towards the premium for this coverage, the Employee's coverage will be effective on the date the Employee becomes eligible, provided; a) the Employee has given Us an enrollment for (if required) on, prior to, or within 30 days of the date the Employee became eligible; and b) the Employee has agreed, in writing, to pay the required contributions; 3) If the Employee fails to meet the requirements (a) and (b) within 30 days after becoming eligible, the Employee's coverage will not become effective until We have verified that the Employee has meet these requirements. We will then advise the Employee of the effective date.

### **Effective Date of Dependent's Insurance**

Coverage for Dependents becomes effective on the later of: 1) the date Dependent Coverage is first included in the Employee's coverage; or 2) the premium due date on or after the date the person first qualifies as the Employee's Dependent. If an enrollment form is required, the Employee must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

### **Newborn Infant Coverage**

A Dependent born while the coverage is in force for an Insured is covered from the moment of birth for vision conditions. If any additional premium is required, a notice of birth together with the additional premium must be submitted to Companion Life. This must be done within 31 days after the date of birth in order to continue coverage beyond the 31-day period.

### **Adopted Children Coverage**

A dependent child placed with the Insured for adoption while this coverage is in force shall be covered from the first of the month coinciding with or next following the date of such placement. Such coverage will continue, unless the placement is disrupted prior to legal adoption and the child is removed from placement. If any additional premium is required, a notice of placement for adoption together with the additional premium must be submitted to Companion Life. This must be done within 60 days after the date of such placement in order to continue coverage beyond the 60-day period.

#### TERMINATION OF INSURANCE

### For all Covered Persons

The insurance on all covered persons will automatically terminate on the end of the month falling on or next following the earliest of:

- the date the Insured ceased to be an Employee;
- 2. the last day of the period for which the Insured has contributed, if required, to the payment of Insurance premiums;
- 3. the date coverage for the Insured's Employer is terminated;
- 4. 90 days after the number of Insureds falls below any participation requirements shown in the provison entitled "Participation Requirements"; or
- 5. the date this policy is terminated.

### For Dependents

The insurance for all of an Insured's dependents will automatically terminate on the end of the month falling on or next following the earliest of:

- the date on which the Insured's Personal Insurance terminates.
- 2. the date on which the Insured ceases to be an Employee.
- the last day of the period for which the Insured has contributed, if required, to the payment of Insurance premiums.
- 4. the date all Dependent Insurance under this policy is terminated.
- 5. the date all Dependent Insurance is canceled for a specific Employer Unit.
- 6. the date this policy is terminated.

The insurance for any dependent will automatically terminate on the end of the month falling on or next following the date the dependent does not meet the definition of a dependent. See "Definitions."

### **PARTICIPATION**

### **Participation Requirements**

For Insurance on the Members of an Employer Unit to be placed in force and to remain in force, a minimum number of [2] Members must be in each unit at all times.

### **CONTINUATION OF COVERAGE**

An Insured or dependent whose insurance has stopped may be able to continue some or all of the insurance coverages. The sections following explain when and how insurance can be continued. If insurance is continued, it must be according to a plan which does not allow individual selection.

### **Federally Required Continuation**

Through the Consolidated Omnibus Budget Reconciliation Act (COBRA) the Federal government requires the Employer to provide continuation of coverages to Insureds and/or dependents who would otherwise lose their coverage. There are some groups which are not subject to the law. They are:

- 1. Groups of less than 20 employees.
- Certain church plans.

For details, the Insured and/or dependent(s) must contact the person who handles the Employer's insurance matters.

### **CONTRIBUTIONS**

### **Insureds Contributions**

An Insured may or may not be required to contribute to the payment of his or her Insurance premiums. Each Employer will make this decision. This decision must be applied equally to all Insureds. If the Insured Employee is required to contribute towards the cost of the employees' insurance, Companion Life requires that each such employee who wishes to be insured sign an agreement that he or she will make the required contribution. The agreement must be in a form approved by Companion Life.

### LIMITATIONS AND EXCLUSIONS

No benefits will be paid for services or materials connected with or charges arising from:

- 1. Orthopic or vision training, sub-normal vision aids, and any associated supplemental testing;
- 2. Aniseikonic lenses
- 3. Medical and/or surgical treatment of the eye, eyes, or supporting structure;
- 4. Corrrected eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under plan;
- 5. Services provided as a result of any Worker's Compensation law;
- 6. Plano non-prescription lenses and non-prescription sunglasses (except for 20% discount);
- 7. Services or materials provided by any other group benefit providing for vision care;
- 8. Two pair of glasses in lieu of bifocals.

### **COORDINATION OF BENEFITS**

**Benefits Subject to Coordination.** If an Insured is also covered under one or more other Vision Plans, the benefits payable under this Plan will be coordinated with the benefits payable under those Plans.

**Effect on Benefits.** When coordination applies, we adjust the benefits payable for any Claim Determination Period (period) as follows. The benefits that would be payable for Allowable Expenses incurred in that period under this Plan without coordination are reduced so that the sum of those reduced benefits and the benefits payable for those Allowable Expenses under all other Plans, whether or not claim is made, will not exceed the Allowable Expenses.

If, when we coordinate the benefits of this Plan with those of another Plan, (1) the rules set forth below would require this Plan to set its benefits before the other Plan; and (2) the other Plan coordinates benefits and would set its benefits after the benefits of this Plan have been set; then the benefits of that other Plan will be ignored when setting the benefits of this Plan.

Order of Benefit Determination. The rules used to determine which of the Plans will pay benefits first are:

- 1. The benefits of a Plan with no coordination will set its benefits before a Plan with coordination.
- 2. The benefits of a Plan which covers the person other than as a dependent will be set before the benefits of a Plan which covers that person as a dependent.
- 3. If the claim is made for a dependent child whose parents are not separated or divorced, the benefits of a Plan that covers a child as a dependent of a person whose month and day of birth occurs earlier in a calendar year will be set before the benefits of a Plan that covers that child as a dependent of a person whose month and day of birth occurs later in a calendar year.

If the month and day of birth of both parents is the same, then the Plan which has covered the parent for the longer period of time will pay its benefits first.

If the other plan has a rule based on gender of the parent and, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

- 4. If the claim is made for a dependent child whose parents are separated or divorced, benefits for the child are determined in this order.
- a. first, the Plan of the parent with custody of the child;
- b. then, the Plan of the spouse of the parent with custody of the child; and
- c. finally, the Plan of the parent not having custody of the child.

# COORDINATION OF BENEFITS (Continued)

But, if there is a court decree which sets financial responsibility for the vision expenses for the child, the benefits of a Plan which covers the child as a dependent of the parent who is responsible shall be set before the benefits of any other Plan which covers the child as a dependent child.

- 5. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) will be set before those of a Plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other Plan does not have this rule, and, as a result, the Plans do not agree on the order of the benefits, then this rule is ignored.
- 6. When the rules above do not apply, the benefits of a Plan which has covered the person for the longer period of time will set before the benefits of a Plan which has covered the person the shorter period of time.

When the benefits of this Plan are reduced, each benefit is reduced, in proportion. It is then charged against any applicable benefit limit of this Plan.

**Right to Receive and Release Necessary Information.** We may give or get from any other organization or person any information necessary to decide whether coordination applies. This may be done without the consent of the Insured. Any person claiming benefits under this Plan will be required to give us any information necessary to coordinate benefits.

**Facility of Payment.** When other Plans make payments which should have been made under this Plan according to the above terms, we will, at our discretion, pay to any organizations making these payments any amounts that we decide will satisfy the intent of the above terms. Amounts paid in this way will be benefits paid under this Plan. We will not be liable to the extent of these payments.

**Right of Recovery.** When we make payments for Allowable Expenses in excess of the amount that will satisfy the intent of the above terms, we will recover these payments, to the extent of the excess, from any persons or organizations to or for whom payments were made.

**Definitions.** The following apply only to this provision of the policy:

- "Plan" means any of these types of coverages providing vision benefits or services:
  - a. group insurance or group type coverage; whether insured or uninsured. This includes:
    - i. Blue Cross and Blue Shield
    - ii. blanket (other than school accident-type coverage)
    - iii. Health Maintenance Organizations (HMO's)
    - v. other prepayment, group practice and individual practice plans.
  - b. any coverage under a governmental plan or required or provided by law, except Medicaid.

Each type of coverage in a. or b. above is a separate Plan. If an arrangement has two or more parts and this coordination applies to only one part, each of the parts is a separate plan.

2. "Allowable Expense" means any necessary, reasonable and customary expense at least a part of which is covered under at least one of the Plans covering the person for whom claim is made.

When a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be both an Allowable Expense and a benefit paid.

3. "Claim Determination Period" means a contract year or that part of a contract year during which the person for whom claim is made has been covered under this Plan.

## **CLAIMS**

**Notice of Claim.** Written notice of claim must be given to us within 20 days after a covered loss begins. Notice must be given to us at our Home Office, or to one of our agents. Notice should include the Policyholder's name, Insured's name, and policy number. If it will not be reasonably possible to give written notice within the 20 day period stated above, we will not reduce or deny a claim for this reason if notice is filed as soon as is reasonably possible.

**Claim Forms.** When we receive the notice of claim, we will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after the giving of such notice, the claimant will meet our proof of loss requirements by giving us a written statement of the nature and extent of loss within the time limit for filing proofs of loss.

**Proof of Loss.** Written proof of loss must be given to us within 90 days after the date of the loss for which claim is made. If it was not reasonably possible to give written proof within the 90 day period, we will not reduce or deny a claim for this reason if the proof is filed as soon as is reasonably possible.

**Time of Payment.** We will pay or deny a claim within 30 days after receipt of due proof if the claim was submitted electronically or within 45 days after receipt of due proof if the claim was submitted by other means. If we fail to pay a claim within the time specified, the Insured is entitled to interest at the rate of 6 percent per year from the 90th day after receipt of due proof to the date of late payment.

Payment of Benefits. All benefits will be paid to the Insured or the Insured's Designee.

**Payment of Claims.** All claims will be paid to the Insured, unless We have the obligation to pay the facility or Provider directly. However, in the event a benefit becomes payable to the Insured's estate, We may pay such benefit, up to an amount equal to \$1,000, to any relative by blood or connection by marriage who We deem to be equitably entitled thereto. Payment made in good faith will release Us from liability to the extent of payment.

#### **GENERAL PROVISIONS**

**Entire Contract: Changes.** This policy, the attached application of the Policyholder and the applications, if any, of the Insureds are the entire contract. All statements made by the Policyholder or an Insured will, in the absence of fraud, be considered representations and not warranties. No statement made to obtain insurance will be used to void the insurance or reduce the benefits of this policy unless it is in a written application signed by the Policyholder or Insured. A copy of this must have been given to the Policyholder, Insured or Beneficiary, if any.

No change in this policy will be valid unless approved by one of our officers. No agent may change this policy or waive any of its provisions. Any change in this policy will be valid even though an Insured may not have agreed to it.

**Modification of Policy.** The Policy may be modified at any time by agreement between the Policyholder and Us without consent of any employee. No modification will be valid unless approved by one of Our officers: (1) the President; (2) a Vice President; or (3) the Secretary. The approval must be endorsed on or attached to the Policy. No agent has authority to modify the Policy or waive any of the Policy's provisions to extend the time for premium payment by making any promise or representation.

**Incontestability.** We cannot contest the validity of the policy after two years from the date of issue except for non-payment of premiums. We cannot contest an Insured's insurability after his or her insurance has been in force for one year while the Insured is alive. Any of the insured's statements that we contest must be in written application signed by the Insured.

**Workers' Compensation.** This policy does not satisfy any requirements for coverage of worker's compensation insurance.

**Conformity With Law.** Any policy provision which conflicts with the laws of the state in which the policy is issued, when the policy is issued, is automatically changed to meet the minimum requirements of those laws.

**Insurance Data.** The Policyholder will furnish, at our request, data necessary to administer this policy. The data will include, but not be limited to data:

- i. necessary to calculate premiums.
- ii. necessary to determine a person's effective date or termination date of insurance;
- iii. necessary to determine the proper amounts of insurance, or changes in amounts of insurance.

We shall have the right to inspect any of the Policyholder's records which we find necessary to properly administer this policy. Any inspections will be at a time and place convenient to the Policyholder.

We will not refuse to insure a person who is eligible to be insured just because the Policyholder fails or errs in giving us the data necessary to include that person for coverage. Neither will we refuse to change or maintain an amount of insurance for which a person is eligible just because the Policyholder fails or errs in giving the data necessary to change the amount of insurance. But an Insured's insurance will not stay in force nor an amount of insurance be continued after the termination date, according to the Provisions for Personal Insurance, or Dependent Insurance or as shown in the Schedule of Benefits because the Policyholder fails or errs in giving us the necessary data concerning an Insured's termination.

**Certificates.** We will issue to the Policyholder, for delivery to each Insured, an individual certificate which will summarize the main features of the insurance which the Insured will receive. This summary will include the terms, if any, limiting coverage or reducing benefits on account of age. It will state to whom the benefits of this policy are payable. Nothing in the certificate will change any of the terms of this policy.

# GENERAL PROVISIONS (Continued)

**Termination of the Policy.** The Policyholder may terminate this policy as of any Premium Due Date giving us written notice before that date.

Companion Life may terminate this policy as of any Premium Due Date after the policy has been in force for 12 months by giving the Policyholder at least 31 days written notice. This policy may be terminated if the participation of Insureds does not meet the requirements in "Participation Requirements".

If any premium is not paid when due, this policy will automatically be terminated as of the Premium Due Date, except as stated below (GRACE PERIOD).

**Grace Period.** This policy has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force. If the Policyholder has not sent us a written request to terminate the policy and a premium is not paid by the end of the grace period, the policy will terminate at the end of the grace period. If the Policyholder gives us written notice of termination before the premium due date, the policy will be terminated as of the date requested. The Policyholder will be liable for any unpaid premium for the time this policy was in force, *including the grace period*.

**Misstatement of Age.** If a Covered Person's age has been misstated, the benefits will be those which the premium paid would have bought for the correct age. If a Covered Person's correct age was over the maximum issue age, coverage will be voided and the premiums paid for such Covered Person will be refunded.

**Consideration.** This policy is issued to the Policyholder in consideration of the application and the payment of premiums specified in this policy.

**Legal Proceedings.** No legal action can be brought against us until 60 days after the Insured sends us the required proof of loss. No legal action against us can start more than three years (five years in Kansas and six years in South Carolina) after proof of loss is required.

**Terms and Conditions.** Payment of any benefit under this policy is subject to the definitions and all other terms of this policy pertinent to the benefit.



# COMPANION LIFE INSURANCE COMPANY 7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666 P.O. Box 100102, Columbia, South Carolina 29202-3102 (803) 735-1251 (the "Company") (Herein called Companion Life)

Under Master Group Insurance Policy: [000-000]

Effective Date: [January 1, 0000]

Policy Issued By: Companion Life Insurance Company

This is to certify that Companion Life has issued and delivered the Group Vision Insurance Policy to The Policyholder.

The Group Vision Insurance Policy insures the employees of the Policyholder who:

- are eligible for the insurance;
- · become insured; and
- continue to be insured;

according to the terms of the Policy.

The terms of the Group Vision Insurance Policy which affect an employee's insurance are contained in the following pages.

If a policy provision conflicts with the state laws of Arkansas the provision will be administered according to the law.

This Certificate of Insurance and the following pages will become Your certificate. This certificate is merely evidence of Your insurance under the Policy, and all matters pertaining to such insurance are subject to the terms and conditions of the Policy.

Read this certificate carefully and contact us promptly if You have questions. This certificate is delivered and is governed by the laws of the state of issue and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

This certificate replaces any other which Companion Life may have issued to the Policyholder to give to You under the Group Insurance Policy specified herein.

Success Sint

Trescott N. Hinton, Jr.

**President** 

GROUP VISION INSURANCE CERTIFICATE RENEWAL AT OPTION OF THE COMPANY

# **TABLE OF CONTENTS**

Name of Provision	Page Number	
Schedule of Benefits	3	
Definitions	4-6	
Eligibility	7	
Eligible Class Eligibility for Coverage Effective Date of Employee's Insurance Effective Date of Dependent's Insurance Newborn Infant Coverage Adopted Children Coverage	7 7 7 7	
Termination of Insurance		
For all Covered Persons.		
Limitations and Exclusions	9	
Coordination of Benefits	9-10	
Claims	11	
Claim Forms Proof of Loss Payment of Benefits	11	
General Provisions	12	
Grace Period	12	

# VISION SCHEDULE OF BENEFITS

[Allowance – Benefits provided by this Policy will be compensated according to the following schedule:

	Plan A	Plan B	Plan C Out-of-		out-of-
Network					
A11	In-Network	In-Network	In-Network		
Allowance*  Even with Diletion of Negoggary	\$5 off exam	\$10 Copay	\$10 Copay		\$35
<b>Exam with Dilation as Necessary</b>	\$3 OII exam	\$10 Сорау	\$10 Сорау		φου
<b>Contact Lens fit and Follow-up</b>					
(Contacts lens fit and two follow-up visits are					
available once a comprehensive eye exam has					
been completed.)					
Standard**	\$10 off contact	\$0 Copay	\$0 Copay		\$40
	lens exam				
Premium***	\$10 off contact	\$0 Copay, 10%	\$0 Copay, 10% off		
<del> </del>	lens exam	off retail, then	retail, then apply		
		apply \$55	\$55 allowance		
		allowance			
D 64 D J	TTulimita d	12 months****	12 months****	10	
Benefit Period	Unlimited	12 months ***	months****	12	
Standard Plastic Lenses			monuis		
Single	\$50	\$50	\$10 Copay		\$25
Bifocal	\$70	\$70	\$10 Copay		\$40
Trifocal	\$105	\$105	\$10 Copay		\$55
Other Add-Ons and Services	20% off retail	20% off retail	20% off retail		N/A
Benefit Period	Unlimited	Unlimited	12 months****	12	
T 0 "			months****		
Lens Options UV Coating	\$15 Copay	\$15 Copay	\$15 Copay		N/A
Tint (Solid and Gradient)	\$15 Copay \$15 Copay	\$15 Copay	\$15 Copay \$15 Copay		N/A
Standard Scratch Resistant Coating	\$15 Copay	\$15 Copay	\$15 Copay		N/A
Standard Polycarbonate	\$15 Copay	\$15 Copay	\$15 Copay		N/A
Standard Anti-Reflective Coating	\$15 Copay	\$15 Copay	\$15 Copay		N/A
Standard Progressive (Add-on to Bifocal)	\$15 Copay	\$15 Copay	\$15 Copay		N/A
Contact Lenses (Materials only)					
Conventional	15% off retail	15% off retail	\$0 Copay, \$80		\$64
			allowance, 15% off		
			balance over		
			allowance		
Disposable			\$0 Copay, \$80		
ī			allowance, plus		
			balance over \$80		
Medically Necessary	15% off retail	15% off retail	Paid-in-full		\$200
Benefit Period	Unlimited	Unlimited	12 months****	12	
			months****	<b>-</b>	

Frames				
(Any available frame at provider location.	35% off retail	35% off retail	\$100 allowance,	\$45
Benefit is not available on those frames where			20% off balance	
the manufacturer prohibits a discount.)			over \$100	
•				
Benefit Period	Unlimited	Unlimited	24 months****	24
			months****	

<sup>\*</sup>When services are obtained from an out-of-network provider, a claim form must be filed with Companion Life for reimbursement.

<sup>\*\*</sup>Standard Contact Lens Fitting-spherical clear contact lenses in conventional wear and planned replacement (Examples include but not limited to

disposable, frequent replacement, etc.)

<sup>\*\*\*</sup>Premium Contact Lens Fitting – all lenses designs, materials and specialty fittings other than Standard (eg., toric, multifocal, etc.)

<sup>\*\*\*\*</sup>Once in a 12 month period defined by last date of service.

<sup>\*\*\*\*\*</sup>Once in a 24 month period defined by last date of service.]

#### **DEFINITIONS**

Coated Lenses - A substance added to a finished lens on one or both surfaces.

**Contact Lenses, Cosmetic -** Contact lenses which are not medically necessary and are constructed solely for cosmetic and/or convenience reasons. These lenses will be reimbursed in accordance with the plan Schedule of Benefits.

**Contact Lenses**, **Medically Necessary** - Contact lenses which are constructed for the medically necessary conditions described below. Reimbursement for these lenses will be considered as payment-in-full.

- Aphakia (after cataract surgery). A pair of single vision lenses or multi-focal lenses and frames can be provided with the contact lenses.
- When visual acuity cannot be corrected to 20/70 in the better eye except through the use of contact lenses (must be 20/60 or better).
- Anisometrophia of 4.0 diopters or more, provided visual acuity improves to 20/60 or better in the weaker eye.
- · Keratoconus.

Note: The narrowing of visual fields due to high minus or plus corrections is <u>not</u> considered a reason for medically necessary contact lenses.

Copayment - The amount you are required to pay the provider for services covered under this plan.

**Covered Person** – An employee meeting the eligibility requirements of the Policy who is covered for benefits. Covered Person also includes the employees Dependents, if enrolled.

**Dependent Insurance** - Insurance which provides benefits payable as a result of the treatment of a dependent of a Covered Person.

**Dependent** - All the people who are insured as the dependents of any one Insured.

- a. an Insured's spouse.
- b. each unmarried child up to [19] years of age for whom the Insured is legally responsible.
- c. each unmarried child from age [19 up to age 24] who is:
  - i. a full-time student at an accredited school or college; and
  - ii. primarily dependent on the Insured for support and maintenance.
- d. each unmarried child age [19] who:
  - i. becomes Totally Disabled while insured under b. or c. above;
  - ii. is incapable of self-sustaining employment because of mental retardation or physical handicap; and
  - iii. is primarily dependent on the Insured for support and maintenance.

For the purpose of the definition of Dependent, "child" means: (a) the Insured's natural child (from the moment of birth); (b) the Insured's adopted child (from the date of a final court order granting adoption of the child or, if earlier, the date the child is placed by a court in the Insured's home pending such an order); (c) any child living with the Insured in a regular parent-child relationship and primarily dependent on the Insured for support and maintenance; (d) the Insured's grandchild, who is financially dependent on the Insured and who has lived with the Insured continuously since birth; or (e) any child from whom we have notice, pursuant to a medical support order, that the Insured must provide support in the form of vision insurance (from the date of such notice). For the purposes of this definition, "medical support order" is a valid order of a court, judicial department or government agency at the local, state, or federal level that obligates the Insured to provide a child financial support in the form of vision insurance.

Coverage for such child will not cease if proof of dependency is given within 31 days after the Company asks for it.

Proof of dependent's incapacity, and the 31 day notice do not apply to handicapped dependents.

# DEFINITIONS (Continued)

**Eligible Vision Expenses -** Expenses incurred for services rendered which are included under the Schedule of Benefits, subject to applicable copayments and maximum amount limitations.

**Eligible Participants -** The eligible covered persons shall be those persons who are an employee of, or participant in the group and who meet and continue to meet all eligibility requirements for participation in the benefits program established for the group and who are listed in the eligibility file. Such eligible covered persons shall be entitled to the services, benefits and coverage provided for in this Policy.

**Group Policy -** The written policy between Companion Life and the Policyholder.

#### **Insured Person**

- a. person who is an Employee of the Eligible Class for Personal Insurance; and
- b. person who has qualified for insurance by completing the waiting period, if any; and
- c. for whom the insurance has become effective.

Insured also means any eligible dependent which the Insured has elected to enroll under this Policy.

**Medically Necessary** – A procedure is considered medically necessary when one of the following occurs:

- a. following cataract surgery;
- b. to correct extreme visual acuity problems that cannot be corrected with normal eyeglass lenses;
- c. ansiometropia; or
- d. keratoconus.

**Ophthalmologist -** A physician or a doctor of medicine or osteopathy (M.D. or D.O.) who specializes in the comprehensive care of the eyes and visual system to prevent, diagnose, and treat any eye disease, disorder, or injury.

**Optician -** One who is licensed to fit, adjust, and dispense eyeglasses and other optical devices on the written prescription of a licensed ophthalmologist or optometrist. Optometrist - A doctor of optometry (O.D.) who is trained to detect and correct vision problems primarily by prescribing eyeglasses or contact lenses.

**Oversized Lens -** Any lens with an eyesize of 61mm or greater. Oversized lenses are not a covered benefit. Insureds requesting these lenses will be required to pay the difference in charges.

**Policyholder -** The Policyholder stated on the face page of the policy.

**PPO** (Prefered Provider Organization) is an organization that has a written agreement in effect with Companion Life, where the agreement calls for PPO Providers to provide services covered under this policy to insureds at costs not exceeding the amounts shown in the agreement's fee schedule in effect at the time the services are rendered. PPO Providers are providers who have written agreements with, and are members in good standing of, such an organization at the time services are rendered. **PPO SERVICES** and **PPO CHARGES** are services rendered and charges made, by PPO providers. **PPO DEDUCTIBLES, PPO COINSURANCE,** and **PPO MAXIMUMS** are deductibles, coinsurance amounts, and maximums with respect to PPO services and PPO charges.

**NON-PPO PROVIDERS** are providers who are not PPO providers at the time the services are rendered. **NON-PPO SERVICES** and **NON-PPO CHARGES** are services and charges made by Non-PPO providers. **NON-PPO DEDUCTIBLES, NON-PPO COINSURANCE** and **NON-PPO MAXIMUMS** are deductibles, coinsurance amounts, and maximums with respect to Non-PPO services and Non-PPO charges.

# DEFINITIONS (Continued)

**Prescription Change -** At least one of the following standards must be met to qualify as a covered prescription change:

- a change of 0.50 diopters minimum in one eye, or 0.50 diopters minimum total in both eyes.
- a difference in vertical prism of greater than 1 prism diopter.
- a change in axis or astigmatism of a minimum of 15 degrees.

**Radial Keratotomy -** An operation to improve myopia (nearsightedness) by changing the curvature of the cornea over the pupil.

**Standard Lens -** Standard glass or plastic (CR39) in clear or Rose Tint #1 or #2. Any lens which will fit any frame with an eyesize less than 61mm.

Standard Frame - Any frame that has a retail value of \$100.00 or less.

**Usual, Customary, and Reasonable** means the determination of payable benefits is developed from a statistically valid sample which (a) equitably recognizes geographic variations; (b) is produced at least every six months; and (c) is collected on the basis of the most current codes and descriptions developed and maintained by recognized authorities.

You, Yours - The insured.

**Vision Examination** – A comprehensive ophthalmological service as defined in the Current Procedural Technology (CPT) and the Documentation Guidelines listed under "Eyes-examination items". Comprehensive ophthalmological service describes a general evaluation of the complete visual system. The comprehensive services constitute a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examinations, gross visual fields and basic sensorimotor examination. It often includes, as indicated: biomicroscopy, examination with cyclopedia or mydriasis and tonometry. It always includes initiation of diagnostic and treatment programs.

**Visual Materials** – Corrective lenses and/or frames or contact lenses.

**We, Our, Us** – Companion Life Insurance Company. Our Home Office address is [7909 Parklane Road, Suite 200, Columbia, South Carolina 29223-5666.]

#### **ELIGIBILITY**

# **Eligible Class**

Employees of the Policyholder: Who are considered employees for Social Security reporting purposes, are members of the Eligible Class. Employees include partners and proprietors.

Dependents of eligible Employees who are eligible for coverage are members of the Eligible Class.

# **Eligibility for Coverage**

Members of the Eligible Class qualify for coverage: (1) on the effective date of the Group Policy; or (2) if later, following the end of the waiting period specified by the Policyholder.

Eligible dependents qualify for coverage on the latter of: (1) the date you qualify for coverage; or (2) the first of the month following the date you acquire the dependent.

Eligible employees and eligible dependents must complete and submit an enrollment form. You must first be enrolled in the plan to qualify for vision coverage.

# **EFFECTIVE DATES**

# Effective Date of Employee's Insurance

Your insurance will be effective as follows: 1) If the Policyholder does not require You to contribute towards the premium for this coverage, You will be effective on the date You become eligible; 2) If the Policyholder requires You to contribute towards the premium for this coverage, Your coverage will be effective on the date You become eligible, provided; a) You have given Us an enrollment for (if required) on, prior to, or within 30 days of the date You become eligible; and b) You have agreed, in writing, to pay the required contributions; 3) If You fail to meet the requirements (a) and (b) within 30 days after becoming eligible, Your coverage will not become effective until We have verified that You have met these requirements. We will then advise You of the effective date.

### **Effective Date of Dependent's Insurance**

Coverage for Dependents becomes effective on the later of: 1) the date Dependent Coverage is first included in Your coverage; or 2) the premium due date on or after the date the person first qualifies as Your Dependent. If an enrollment form is required, You must provide such form and agree to pay any premium contribution that may be required prior to coverage becoming effective.

# **Newborn Infant Coverage**

A Dependent born while the coverage is in force for You is covered from the moment of birth for vision conditions. If any additional premium is required, a notice of birth together with the additional premium must be submitted to Companion Life. This must be done within 31 days after the date of birth in order to continue coverage beyond the 31-day period.

# **Adopted Children Coverage**

A dependent child placed with You for adoption while this coverage is in force shall be covered from the first of the month coinciding with or next following the date of such placement. Such coverage will continue, unless the placement is disrupted prior to legal adoption and the child is removed from placement. If any additional premium is required, a notice of placement for adoption together with the additional premium must be submitted to Companion Life. This must be done within 60 days after the date of such placement in order to continue coverage beyond the 60-day period.

#### TERMINATION OF INSURANCE

#### For all Covered Persons

The insurance on all covered persons will automatically terminate on the end of the month falling on or next following the earliest of:

- 1. the date You cease to be an Employee;
- 2. the last day of the period for which You have contributed, if required, to the payment of Insurance premiums;
- 3. the date coverage for Your Employer is terminated;
- 4. 90 days after the number of Insureds falls below any participation requirements shown in the provison entitled "Participation Requirements"; or
- 5. the date this policy is terminated.

# For Dependents

The insurance for all of Your dependents will automatically terminate on the end of the month falling on or next following the earliest of:

- 1. the date on which Your Personal Insurance terminates.
- 2. the date on which You cease to be an Employee.
- the last day of the period for which You have contributed, if required, to the payment of Insurance premiums.
- 4. the date all Dependent Insurance under this policy is terminated.
- 5. the date all Dependent Insurance is canceled for a specific Employer Unit.
- 6. the date this policy is terminated.

The insurance for any dependent will automatically terminate on the end of the month falling on or next following the date the dependent does not meet the definition of a dependent. See "Definitions."

#### **PARTICIPATION**

### **Participation Requirements**

For Insurance on the Members of an Employer Unit to be placed in force and to remain in force, a minimum number of [2] Members must be in each unit at all times.

# **CONTINUATION OF COVERAGE**

An Insured or dependent whose insurance has stopped may be able to continue some or all of the insurance coverages. The sections following explain when and how insurance can be continued. If insurance is continued, it must be according to a plan which does not allow individual selection.

## **Federally Required Continuation**

Through the Consolidated Omnibus Budget Reconciliation Act (COBRA) the Federal government requires the Employer to provide continuation of coverages to Insureds and/or dependents who would otherwise lose their coverage. There are some groups which are not subject to the law. They are:

- 1. Groups of less than 20 employees.
- 2. Certain church plans.

For details, the Insured and/or dependent(s) must contact the person who handles the Employer's insurance matters.

#### **CONTRIBUTIONS**

### **Insureds Contributions**

You may or may not be required to contribute to the payment of Your insurance premiums. Each Employer will make this decision. This decision must be applied equally to all Insureds. If You are required to contribute towards the cost of Your insurance, Companion Life requires that You sign an agreement that You will make the required contribution. The agreement must be in a form approved by Companion Life.

VGRC-310 9

#### LIMITATIONS AND EXCLUSIONS

No benefits will be paid for services or materials connected with or charges arising from:

- 1. Orthopic or vision training, sub-normal vision aids, and any associated supplemental testing;
- Aniseikonic lenses
- 3. Medical and/or surgical treatment of the eye, eyes, or supporting structure;
- 4. Corrrected eyewear required by an employer as a condition of employment, and safety eyewear unless specifically covered under plan;
- 5. Services provided as a result of any Worker's Compensation law;
- 6. Plano non-prescription lenses and non-prescription sunglasses (except for 20% discount);
- 7. Services or materials provided by any other group benefit providing for vision care;
- 8. Two pair of glasses in lieu of bifocals.

#### **COORDINATION OF BENEFITS**

**Benefits Subject to Coordination.** If You are also covered under one or more other Vision Plans, the benefits payable under this Plan will be coordinated with the benefits payable under those Plans.

**Effect on Benefits.** When coordination applies, we adjust the benefits payable for any Claim Determination Period (period) as follows. The benefits that would be payable for Allowable Expenses incurred in that period under this Plan without coordination are reduced so that the sum of those reduced benefits and the benefits payable for those Allowable Expenses under all other Plans, whether or not claim is made, will not exceed the Allowable Expenses.

If, when we coordinate the benefits of this Plan with those of another Plan, (1) the rules set forth below would require this Plan to set its benefits before the other Plan; and (2) the other Plan coordinates benefits and would set its benefits after the benefits of this Plan have been set; then the benefits of that other Plan will be ignored when setting the benefits of this Plan.

**Order of Benefit Determination.** The rules used to determine which of the Plans will pay benefits first are:

- 1. The benefits of a Plan with no coordination will set its benefits before a Plan with coordination.
- 2. The benefits of a Plan which covers the person other than as a dependent will be set before the benefits of a Plan which covers that person as a dependent.
- 3. If the claim is made for a dependent child whose parents are not separated or divorced, the benefits of a Plan that covers a child as a dependent of a person whose month and day of birth occurs earlier in a calendar year will be set before the benefits of a Plan that covers that child as a dependent of a person whose month and day of birth occurs later in a calendar year.

If the month and day of birth of both parents is the same, then the Plan which has covered the parent for the longer period of time will pay its benefits first.

If the other plan has a rule based on gender of the parent and, as a result, the Plans do not agree on the order of benefits, the rule in the other Plan will determine the order of benefits.

- 4. If the claim is made for a dependent child whose parents are separated or divorced, benefits for the child are determined in this order.
- a. first, the Plan of the parent with custody of the child;
- b. then, the Plan of the spouse of the parent with custody of the child; and
- c. finally, the Plan of the parent not having custody of the child.

# COORDINATION OF BENEFITS (Continued)

But, if there is a court decree which sets financial responsibility for the vision expenses for the child, the benefits of a Plan which covers the child as a dependent of the parent who is responsible shall be set before the benefits of any other Plan which covers the child as a dependent child.

- 5. The benefits of a Plan which covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) will be set before those of a Plan which covers that person as a laid off or retired employee (or as that employee's dependent). If the other Plan does not have this rule, and, as a result, the Plans do not agree on the order of the benefits, then this rule is ignored.
- 6. When the rules above do not apply, the benefits of a Plan which has covered the person for the longer period of time will set before the benefits of a Plan which has covered the person the shorter period of time.

When the benefits of this Plan are reduced, each benefit is reduced, in proportion. It is then charged against any applicable benefit limit of this Plan.

**Right to Receive and Release Necessary Information.** We may give or get from any other organization or person any information necessary to decide whether coordination applies. This may be done without the consent of the Insured. Any person claiming benefits under this Plan will be required to give us any information necessary to coordinate benefits.

**Facility of Payment.** When other Plans make payments which should have been made under this Plan according to the above terms, we will, at our discretion, pay to any organizations making these payments any amounts that we decide will satisfy the intent of the above terms. Amounts paid in this way will be benefits paid under this Plan. We will not be liable to the extent of these payments.

**Right of Recovery.** When we make payments for Allowable Expenses in excess of the amount that will satisfy the intent of the above terms, we will recover these payments, to the extent of the excess, from any persons or organizations to or for whom payments were made.

**Definitions.** The following apply only to this provision of the policy:

- 1. "Plan" means any of these types of coverages providing vision benefits or services:
  - a. group insurance or group type coverage; whether insured or uninsured. This includes:
    - i. Blue Cross and Blue Shield
    - ii. blanket (other than school accident-type coverage)
    - iii. Health Maintenance Organizations (HMO's)
    - v. other prepayment, group practice and individual practice plans.
  - b. any coverage under a governmental plan or required or provided by law, except Medicaid.

Each type of coverage in a. or b. above is a separate Plan. If an arrangement has two or more parts and this coordination applies to only one part, each of the parts is a separate plan.

2. "Allowable Expense" means any necessary, reasonable and customary expense at least a part of which is covered under at least one of the Plans covering the person for whom claim is made.

When a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be both an Allowable Expense and a benefit paid.

3. "Claim Determination Period" means a contract year or that part of a contract year during which the person for whom claim is made has been covered under this Plan.

## **CLAIMS**

**Notice of Claim.** Written notice of claim must be given to us within 20 days after a covered loss begins. Notice must be given to us at our Home Office, or to one of our agents. Notice should include the Policyholder's name, Insured's name, and policy number. If it will not be reasonably possible to give written notice within the 20 day period stated above, we will not reduce or deny a claim for this reason if notice is filed as soon as is reasonably possible.

**Claim Forms.** When we receive the notice of claim, we will send the claimant forms for filing proof of loss. If these forms are not furnished within 15 days after the giving of such notice, the claimant will meet our proof of loss requirements by giving us a written statement of the nature and extent of loss within the time limit for filing proofs of loss.

**Proof of Loss.** Written proof of loss must be given to us within 90 days after the date of the loss for which claim is made. If it was not reasonably possible to give written proof within the 90 day period, we will not reduce or deny a claim for this reason if the proof is filed as soon as is reasonably possible.

**Time of Payment.** We will pay or deny a claim within 30 days after receipt of due proof if the claim was submitted electronically or within 45 days after receipt of due proof if the claim was submitted by other means. If we fail to pay a claim within the time specified, the Insured is entitled to interest at the rate of 6 percent per year from the 90th day after receipt of due proof to the date of late payment.

Payment of Benefits. All benefits will be paid to You or Your Designee.

**Payment of Claims.** All claims will be paid to You, unless We have the obligation to pay the facility or Provider directly. However, in the event a benefit becomes payable to Your estate, We may pay such benefit, up to an amount equal to \$1,000, to any relative by blood or connection by marriage who We deem to be equitably entitled thereto. Payment made in good faith will release Us from liability to the extent of payment.

#### **GENERAL PROVISIONS**

**Entire Contract: Changes.** This policy, the attached application of the Policyholder and the applications, if any, of the Insureds are the entire contract. All statements made by the Policyholder or an Insured will, in the absence of fraud, be considered representations and not warranties. No statement made to obtain insurance will be used to void the insurance or reduce the benefits of this policy unless it is in a written application signed by the Policyholder or Insured. A copy of this must have been given to the Policyholder, Insured or Beneficiary, if any.

No change in this policy will be valid unless approved by one of our officers. No agent may change this policy or waive any of its provisions. Any change in this policy will be valid even though an Insured may not have agreed to it.

**Modification of Policy.** The Policy may be modified at any time by agreement between the Policyholder and Us without consent of any employee. No modification will be valid unless approved by one of Our officers: (1) the President; (2) a Vice President; or (3) the Secretary. The approval must be endorsed on or attached to the Policy. No agent has authority to modify the Policy or waive any of the Policy's provisions to extend the time for premium payment by making any promise or representation.

**Incontestability.** We cannot contest the validity of the policy after two years from the date of issue except for non-payment of premiums. We cannot contest an Insured's insurability after his or her insurance has been in force for one year while the Insured is alive. Any of the insured's statements that we contest must be in written application signed by the Insured.

**Grace Period.** This policy has a 31 day grace period. This means that if a renewal premium is not paid on or before the date it is due, it may be paid during the following 31 days. During the grace period, the policy will stay in force. If the Policyholder has not sent us a written request to terminate the policy and a premium is not paid by the end of the grace period, the policy will terminate at the end of the grace period. If the Policyholder gives us written notice of termination before the premium due date, the policy will be terminated as of the date requested. The Policyholder will be liable for any unpaid premium for the time this policy was in force, *including the grace period*.

**Misstatement of Age.** If Your age has been misstated, the benefits will be those which the premium paid would have bought for the correct age. If Your correct age was over the maximum issue age, coverage will be voided and the premiums paid for You will be refunded.

**Legal Proceedings.** No legal action can be brought against us until 60 days after the Insured sends us the required proof of loss. No legal action against us can start more than three years (five years in Kansas and six years in South Carolina) after proof of loss is required.

**Workers' Compensation.** This policy does not satisfy any requirements for coverage of worker's compensation insurance.

**Terms and Conditions.** Payment of any benefit under this policy is subject to the definitions and all other terms of this policy pertinent to the benefit.